

# Memorandum



**Date:** June 21, 2016

Agenda Item No. 14(A)(8)

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Second and Final Amendment and Consent to Assignment of the Professional Services Agreement for MIA Runway 12-30 Pavement Rehabilitation from H. J. Ross Associates, Inc. to T.Y. Lin International

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached Second and Final Amendment and consent to assignment of the Professional Services Agreement (PSA) for Miami International Airport's (MIA) Runway 12-30 Pavement Rehabilitation from H.J. Ross Associates, Inc. (H.J. Ross) to T.Y. Lin International (T.Y. Lin). The Amendment, which extends the term by four (4) years, increases the Agreement amount by \$5,492,443.75, and provides for additional taxiway design services required to access available federal and state funding.

## **Scope**

MIA is located primarily within District 6, which is represented by Commissioner Rebeca Sosa; however, the impact of this item is countywide, as MIA is a regional asset.

## **Fiscal Impact/Funding Source**

This item secures 2016 grant funds from the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) for design services to rehabilitate MIA Taxiways T and S, and the relocation of Taxiway R. The estimated design costs are \$5,492,443.75. The FAA will fund 75 percent, or \$4,119,333.00, of the design phase. FDOT is funding \$200,000.00 and the remaining \$1,173,111.00 will be funded by Aviation Revenue Bonds. The estimated construction cost for this project is \$38,500,000.00, of which FAA participation is 75 percent of FY 2016-17 funds with an available entitlement fund contribution in the amount of \$28,875,000.00, and the remaining \$9,625,000.00 to be funded by Aviation Revenue Bonds.

## **Track Record/Monitor**

H.J. Ross has an average rating of 3.7 (with 4.0 being the highest) based on eleven (11) evaluations in the Internal Services Department's Capital Improvements Information System database. H.J. Ross is a wholly owned subsidiary of T.Y. Lin International. T.Y. Lin, as an independent entity, has no evaluations in the CIIS database; however, due to the assumption of H.J. Ross by T.Y. Lin, the existing local staff has produced all of the previous work on this project. The Miami-Dade Aviation Department (MDAD) Project Manager is Franklin Stirrup.

## **Background**

Pursuant to Resolution No. R-115-12, H.J. Ross was awarded the subject Agreement on February 7, 2012 to provide design services for MIA's Runway 12-30 and Taxiways P, Q, and

R pavement rehabilitation. Those services included but were not limited to engineering design; engineering construction management; civil, electrical, and structural engineering; preparation and/or generation of topographic surveys, plans, contract documents, engineer's report(s) and construction estimates; quality assurance/quality control; project management; assistance with the bidding and award of the project, federal and state grant documentation, and work-site and work-related services during the construction phase.

The pavement rehabilitation of MIA's Runway 12-30, Taxiways P, Q, and R, and the construction of the west cargo apron were completed in 2015 on time and under budget. The project was the first to implement a new FAA requirement for utilization of a Construction Safety and Phasing Plan. The lessons learned by the consultant on this project will translate into a more cost-effective design, schedule, and maintenance of airfield traffic due to the firsthand knowledge of the FAA's requirements, the tenant's operational needs, Air Traffic Control Tower procedures, and MDAD's Airside Operation's protocols.

Similarly, the FAA conducted a Safety Risk Management assessment on the MIA Runway 12-30 Pavement Rehabilitation project, a first for MIA. The reporting and presentations required to satisfy this assessment were performed by the consultant. The project was approved by the FAA without exceptions.

Pursuant to Resolution No. R-158-14, the First Amendment to the subject Agreement was ratified by the Board on February 19, 2014 in the amount of \$500,000.00 to provide design services for an 8.27 acre aircraft parking apron connecting to Taxiway S and adjacent to Runway 12-30.

On February 18, 2016, H.J. Ross voluntarily assigned this Agreement to T.Y. Lin as its parent company. As the original Agreement did not allow for assignment even under a buyout agreement, an amendment is necessary to enable T.Y. Lin to continue providing the same level of quality services under the Agreement.

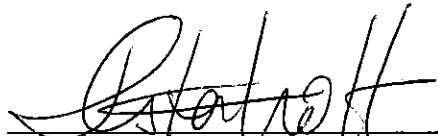
The FAA has now identified grant funds available for Airport Improvement Program (AIP) eligible projects for Fiscal Year 2016-17. Failure to meet the strict schedule milestones set by the grant agencies will automatically forfeit the available funding. Therefore, MDAD has accelerated the initiation of two (2) future projects identified in MIA's Capital Improvement Program (CIP) to capitalize on these limited available federal AIP funds, which would offset future capital expenditures: the rehabilitation of Taxiways S and T, and the relocation and eastward extension of Taxiway R.

The rehabilitation of Taxiways S and T is critical to MIA because they provide the only access to MIA's Cargo Area and serve as the primary parallel taxiways to the Airport's longest runway. Further, the lighting systems for both taxiways need to be replaced. The relocation and eastward extension of Taxiway R will increase airfield operational efficiency and enhance cargo capacity. This work was not previously included in the contract because of a lack of available funding.

Utilizing this existing Agreement to perform the required design will allow the Department to meet specific federal grant deadlines, which call for the project to be designed using an accelerated design process that allows the project to be competitively bid and for an award recommendation to be presented to the Board for approval no later than June 17, 2017. The use of this existing contract will facilitate meeting the federal deadline. Over 200 local constructions jobs will be created by this project.

<b>PROJECT DESCRIPTION:</b>	The scope of work will include the construction of approximately 5,200 linear feet of new taxiway pavement and associated connectors, installation of a new drainage system and culvert, 290,000 square yards of milling and asphalt overlay, upgrading of all associated utilities, pavement markings, signage, centerline, edge, and hold bar lighting.
<b>COMPANY NAME/ADDRESS:</b>	T.Y. Lin International 201 Alhambra Circle, Suite 900 Coral Gables, Florida 33134
<b>HOW LONG IN BUSINESS:</b>	Forty (40) years
<b>PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:</b>	See attached SBD Report.
<b>TERM OF AGREEMENT:</b>	Five (5) years, expiring February 21, 2017
<b>ORIGINAL AGREEMENT AMOUNT:</b>	\$4,211,903.50 (including the Inspector General Account)
<b>FIRST AMENDMENT AMOUNT:</b>	\$500,000.00
<b>RECOMMENDED MODIFICATION:</b>	Increase the Agreement amount by \$5,492,443.75, extend the term by four (4) years, and modify the Agreement to provide consent to the assignment from H.J. Ross to T.Y. Lin International.
<b>ADJUSTED AGREEMENT AMOUNT:</b>	\$10,204,347.25 (including the Inspector General Account)
<b>PERCENT CHANGE THIS MODIFICATION:</b>	117 percent

<b>CONTRACT MEASURES:</b>	23 percent Disadvantaged Business Enterprise (DBE)
<b>CONTRACT MEASURES ACHIEVED AT AWARD:</b>	36.5 percent
<b>CONTRACT MEASURES ACHIEVED TO DATE:</b>	36.42 percent (\$1,681,634.45) BND Engineering 18.71 percent (\$863,995.66) Nova Engineering 4.01 percent (\$185,152.88) BCC Engineering 6.67 percent (\$307,880.31) Rodolfo Ibarra 2.21 percent (\$101,918.33) Nifah and Partners 1.95 percent (\$89,917.87) CRJ & Associates 2.87 percent (\$132,769.40)
<b>USING DEPARTMENT:</b>	Miami-Dade Aviation Department

  
\_\_\_\_\_  
Jack Osterholt, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** June 21, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(8)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 14(A)(8)  
6-21-16

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING SECOND AMENDMENT AND CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT FOR MIA RUNWAY 12-30 PAVEMENT REHABILITATION PROJECT NO. E10-MDAD-01 BETWEEN MIAMI-DADE COUNTY AND H.J. ROSS ASSOCIATES, INC., (H.J. ROSS); INCREASING THE AGREEMENT AMOUNT BY \$5,492,443.75 FOR A NEW AGREEMENT TOTAL NOT TO EXCEED \$10,204,347.25; INCREASING THE TERM OF AGREEMENT BY FOUR (4) YEARS; CONSENTING TO ASSIGNMENT BY H.J. ROSS OF ALL OF ITS RIGHTS AND OBLIGATIONS AS THE ARCHITECT/ENGINEER UNDER SUCH PROFESSIONAL SERVICES AGREEMENT TO T.Y. LIN INTERNATIONAL; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SECOND AMENDMENT AND CONSENT TO ASSIGNMENT AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that the Board hereby approves the Second Amendment and Consent to Assignment of the Professional Services Agreement for MIA Runway 12-30 Pavement Rehabilitation, Project No. E10-MDAD-01, between Miami-Dade County and H. J. Ross Associates, Inc. (H.J. Ross), authorizing an increase in the Agreement amount by \$5,492,443.75 and an extension of the Term of the Agreement by four (4) years, in substantially the form attached hereto all as more particularly set forth in the accompanying memorandum from the County Mayor; consenting to the assignment by H.J. Ross of all of its rights and obligations as the Architect/Engineer under said Agreement to T.Y. Lin

International; and authorizing the County Mayor or the County Mayor's designee to execute the same for and on behalf of the County and to exercise the provisions thereof; including but not limited to termination and extension provisions.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of June, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



David M. Murray

**SECOND AMENDMENT AND CONSENT TO ASSIGNMENT OF THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND  
H. J. ROSS ASSOCIATES, INC.  
FOR THE MIA RUNWAY 12-30 PAVEMENT REHABILITATION  
PROJECT NO. E10-MDAD-01**

THIS SECOND AMENDMENT AND CONSENT TO ASSIGNMENT OF THE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA AND H. J. ROSS ASSOCIATES, INC, is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County or Owner", H. J. ROSS ASSOCIATES, INC., hereinafter referred to as "HJR", and T.Y. LIN INTERNATIONAL, a California corporation authorized to do business in the State of Florida, hereinafter referred to as "TYL", and collectively referred to as the "Parties".

**WITNESSETH:**

WHEREAS, by Resolution No. R-115-12, passed and adopted by the Board of County Commissioners ("Board"), a Professional Services Agreement was awarded for the MIA Runway 12-30 Pavement Rehabilitation ("Agreement") for the Miami-Dade Aviation Department to H. J. Ross Associates, Inc.; and

WHEREAS, the First Amendment, which increased the amount of the Agreement by \$500,000.00, was approved by the County Mayor pursuant to his delegated authority under Ordinance No. 95-64, and ratified by the Board through Resolution No. R-158-14 on February 19, 2014; and

WHEREAS, the County is eligible for grants from the Federal Aviation Administration for construction of the apron and a taxiway adjacent to and between pavement work designed by HJR under the Agreement, and the design work for such construction is substantially identical to the scope of the design work authorized under this Agreement; and

WHEREAS, in order for the Miami-Dade Aviation Department to meet the timeline to secure such 75% Federal funding, the County desires to modify this Agreement by extending the Agreement by four (4) years and increasing the amount of the Agreement by \$5,492,443.75 (includes Inspector General Fee), so that the Architect/Engineer can provide additional professional services required, and the Architect/Engineer has agreed to provide such services under the terms and conditions of the Agreement as modified herein; and

WHEREAS, HJR has been purchased by TYL, and the operations and obligations of HJR are being assumed by TYL; and



WHEREAS, HJR has agreed to assign, and TYL has agreed to accept, assignment upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests HJR may have in and to the Agreement;

WHEREAS, the County desires to amend the Agreement to allow for the assignment of the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

1. Add the following to the end of Sub-article 3.3, Assignment:

“Notwithstanding anything to the contrary contained herein, this Agreement may be assigned by HJR to TYL with the prior written consent of the County. “

2. The County consents to the assignment of all of HJR's rights and obligations as the Architect/Engineer under the Agreement to TYL, and agrees that TYL shall be deemed the Architect/Engineer under the Agreement.
3. TYL assumes all of the rights, liabilities, and obligations of the Architect/Engineer under the Agreement, including with respect to all work previously performed by HJR.
4. All compensation due and payable under the Agreement after the date of this Second Amendment and Consent to Assignment shall be made payable to TYL.
5. TYL shall assume any and all liability to the County for any claim arising under the Agreement, whether such claim accrued before or after this Assignment. TYL shall indemnify and hold harmless the Owner from any and all claims by HJR under the Agreement pursuant to the terms of this Agreement.
6. Delete the first paragraph of Sub-article 3.6 and replace it with the following:

3.6 TERM OF AGREEMENT: The term of this Agreement shall be for Nine (9) years and shall begin upon execution by the Parties and shall be in effect until all Services are completed or until those Service Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever is later.

7. Delete Sub-article 8.1 and replace it with the following:

**8.1 COMPENSATION FOR BASIC SERVICES:** The Basic Services fee shall be the Fixed Lump Sum amount of **Four Million Six Hundred Fifty-four Thousand Two Hundred Twenty Dollars and No Cents (\$4,654,220.00).**

8. Delete the Schedule of Payments for Basic Services Table in Sub-Article 8.2 and replace it with the following:

**SCHEDULE OF PAYMENTS FOR BASIC SERVICES**

**COMPENSATION DUE THE ARCHITECT/ENGINEER  
UPON COMPLETION OF EACH OF THE PHASES OF THE  
BASIC SERVICES**

<u>PHASE NO.</u>	<u>FIXED LUMP SUM FEE</u>
1A Program Verification	\$ 321,625.00
1B Preparation of Schematic Design Documents	Not Used
2 Design Development	Not Used
3A 30% Complete Contract Documents	\$ 834,000.00
3B 75% Complete Contract Documents	\$1,022,750.00
3C 100% Complete Contract Documents	\$1,390,250.00
3D Bid Contract Documents	\$ 241,950.00
4 Bidding & Award of Contract	\$ 88,915.00

5  
Work Related Services Through  
Final Acceptance of the Project \$ 607,000.00

5  
Completion of All Work Related  
Services Except the Warranty  
Inspection \$ 103,300.00

5  
Warranty Inspection \$ 44,430.00

9. Delete the first paragraph of Sub-Article 8.3 and replace it with the following:

8.3.1 An Additional Services Allowance Account is hereby established in the amount of **Four Hundred Thirty-one Thousand Six Hundred Eighty Dollars and No Cents (\$431,680.00)** to pay for Additional Services that may be authorized by Service Order.

10. Delete the second paragraph of Sub-Article 8.3 and replace it with the following:

8.3.2 A dedicated Allowance Account is hereby established in the amount of **Two Million Nine Hundred Seventy Thousand Five Hundred Dollars and No Cents (\$2,970,500.00)** to pay for Work Site Services as authorized by Service Order.

11. Delete the third paragraph of Sub-Article 8.3 and replace it with the following:

8.3.3 A dedicated Allowance Account is hereby established in the amount of **One Million Five Hundred Seven Thousand Five Hundred Dollars and No Cents (\$1,507,500.00)** to pay for services, as authorized by Service Order, that may be required to mitigate differing site conditions, differing phasing than contemplated, and/or weather impacts, services that otherwise fall outside the scope of Additional Services, as well as added reimbursables, Work Related and Work Site Services that may be needed due to any of the above conditions or expanded Work resulting from authorized Additional Services. Fees for design services shall be determined, paid and otherwise treated in the same manner as fees for Additional Services. Fees for added Work Site Service shall be determined, paid and otherwise treated in the same manner as fees for Work Site Services.

12. Delete the fourth paragraph of Sub-Article 8.3 and replace it with the following:

8.3.4 A dedicated Allowance Account is hereby established in the amount of **Four Hundred Five Thousand Dollars and No Cents (\$405,000.00)** to pay for Survey as authorized by Service Order.

13. Delete Sub-Article 8.5 and replace it with the following:

8.5 REIMBURSABLE EXPENSES: A dedicated Allowance Account is hereby established in the amount of **Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00)** to pay for Reimbursable Expenses as authorized by Service Order.

14. Delete Sub-Article 8.11 and replace it with the following:

8.11 INSPECTOR GENERAL AUDIT ACCOUNT: One audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076. The amount for the Inspector General Audit Account is hereby set at **Twenty-five Thousand Four Hundred Forty-seven Dollars and Twenty-five Cents (\$25,447.25)**. The Architect/Engineer shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

15. Delete Sub-article 8.12 and replace it with the following:

8.12 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement, including Basic Services and all Allowance Accounts, is **Ten Million Two Hundred Four Thousand Three Hundred Forty-seven Dollars and Twenty-five Cents (\$10,204,347.25)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

16. Add the following paragraph to Sub-article 9.1:

The design of the relocation of Taxiway "R" and the rehabilitation of Taxiways "S" and "T" encompassing approximately 24,000 linear feet of taxiway pavement inclusive of the design for pavement, grading, drainage, airfield pavement markings and signage, airfield lighting, utility relocations, construction phasing and maintenance of traffic.

17. Delete Sub-article 8.12 and replace it with the following:

Pursuant to Article 4.2, the Architect/Engineer shall submit a DSCMP in Excel, Microsoft Project, or Primavera format and shall include, among other things, proposed durations, from authorization to proceed, for each phase that is consistent with the following durations:

Phase 1A	Program Verification	30 days
Phase 1B	Preparation of Schematic Design Documents	N/A
Phase 2	Design Development	N/A
Phase 3A	30% Complete Contract Documents	60 days
Phase 3B	75% Complete Contract Documents	60 days
Phase 3C	100% Complete Contract Documents	75 days
Phase 3D	Bid Documents	15 days

18. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein.
19. This Second Amendment and Consent to Assignment shall become effective as of the date first written above.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement and Consent to Assignment to be executed by their respective and duly authorized officers, as of the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mayor

Approved for Form  
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

\_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Deputy Clerk

ATTEST:

Secretary [Signature]  
(Signature and Seal)

**H. J. ROSS ASSOCIATES, INC.**

By: [Signature]  
Authorized Officer - Signature

Robert A. Peterson Secretary  
(Type Name & Title)

Name: Mariano Valle

Sr. Vice President  
(Type Name & Title)

ATTEST:

Secretary [Signature]  
(Signature and Seal)

**T. Y. LIN INTERNATIONAL**

By: [Signature]  
Authorized Officer - Signature

Robert A. Peterson Secretary  
(Type Name & Title)

Name: RICHARD WATERS

VICE PRESIDENT  
(Type Name & Title)

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

PROJECT TITLE Runway 12-30 Pavement Rehabilitation

PROJECT NUMBER E10-MDAD-01

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Richard A. Waters, PE (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

T.Y. Lin International

(Name of Entity)

201 Alhambra Circle, Suite 900, Coral Gables, Florida 33134

(Address of Entity)

9 / 4 - 1 / 5 / 9 / 8 / 7 / 0 / 7  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Vice President/Authorized Officer

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

"1 A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. [Please indicate which statement applies.]



**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES (Cont'd)**

  X   Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. [Please indicate which additional statement applies.]

       There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

       The person or affiliate has been placed on the convicted vendor list. [Please describe any action taken by or pending with the Florida Department of Management Services.]

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**CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

  X   has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

       has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.cf

## MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

**LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:**

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
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(1)

January 8, 2016	\$ 2,200,000	\$ TBD (on-going)	TBD %
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Name of Dept. & Summary of Services Performed	<u>Miami-Dade Seaport Department- Civil Infrastructure Engineering Services</u> <u>E13-SEA-02</u> <u>Comprehensive engineering services for the infrastructure and operational</u>
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needs of PortMiami

Litigation  
Arising out  
of Contract

None

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
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(2)

TBD*	\$ 352,000	\$ TBD (on-going)	TBD %
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Name of Dept. & Summary of Services Performed	<u>Public Works and Waste Management-Florida Department of Transportation</u> <u>Local Agency Program Compliance Services for two (2) TPW Projects:</u> <u>Improvements to Old Cutler Trail Bicycle Route and Bridge Rehabilitation at SW</u> <u>328 Street over Levee L-31E-</u> <u>LAP Compliance Services</u>
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Litigation  
Arising out  
of Contract

None

\*Approved by the Board of County Commissioners on April 5, 2016

AFF-4

18

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
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(3)

\$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 54 years

B. Has the Entity or the principals of the  
Entity ever done business under another  
name or with another firm?

Yes.- H.J. Ross Associates

\_\_\_\_\_

### AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. E10-MDAD-01 Federal Employer Identification No. (FEIN): 94-1598707  
 Contract Title: Rehabilitation of Runway 12-30

#### Affidavits and Legislation/Governing Body

1. <i>Miami-Dade County Ownership Disclosure</i> <i>Sec. 2-8.1 of the County Code</i>	6. <i>Miami-Dade County Vendor Obligation to County</i> <i>Sec. 2-8.1 of the County Code</i>
2. <i>Miami-Dade County Employment Disclosure</i> <i>County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</i>	7. <i>Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code</i>
3. <i>Miami-Dade County Employment Drug-free Workplace Certification Sec. 2-8.1.2(b) of the County Code</i>	8. <i>Miami-Dade County Family Leave</i> <i>Article V of Chapter 11 of the County Code</i>
4. <i>Miami-Dade County Disability Non-Discrimination Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95</i>	9. <i>Miami-Dade County Living Wage</i> <i>Sec. 2-8.9 of the County Code</i> <b>(If applicable)</b>
5. <i>Miami-Dade County Debarment Disclosure</i> <i>Section 10-38 of the County Code</i>	10. <i>Miami-Dade County Domestic Leave and Reporting</i> <i>Article 8, Section 11A-60, 11A-67 of the County Code</i>

### AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the { T.Y. Lin International } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

Indicate below if the above named Entity, as of the date of submission:

X has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

\_\_\_\_\_ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

  
(Signature of Authorized Representative)

Title Vice President

Date May 5, 2016

STATE OF: Florida

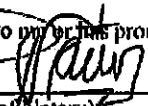
COUNTY OF: Miami-Dade

The above affidavits were acknowledged before me this 5 day of May, 2016,

by Richard A. Waters, PE  
(Authorized Representative)

of T.Y. Lin International  
(Name of Corporation, Partnership, etc.)

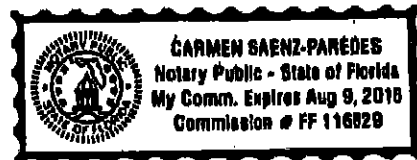
who is personally known to me or has produced as identification and who did/did not take an oath.

  
(Signature of Notary)  
Carmen Saez-Parades  
(Print Name)

Notary Stamp or Seal:

Notary Commission Number: FF 116829

My Commission Expires: Aug. 9, 2018



1028651-76

**T.Y. Lin International**

Firm Name of Prime Contractor/Respondent

Project/Contract Number	Rehabilitation of Runway 12-30, E10-MDAD-01
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In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County no later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

*(Please duplicate this form if additional space is needed.)*

[illegible]

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Internal Services Department at <http://www.miamidade.gov/smallbusiness/business-development-forms.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

**MAY 5, 2016**

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title

**Date**

**Signature of Bidder/Respondent**

SDP 100 Rev. 12/15

## APP-8

**FEIN # 94-1598707**

T.Y. Lin International

Project/Contract Number	Rehabilitation of Runway 12-30, E10-MDAD-01
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In accordance with Ordinance No. 11-50, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

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<b>Business Name and Address of First Tier Subcontractor/ Subconsultant</b>	<b>Principal Owner</b>	<b>Scope of Work to be Performed by Subcontractor/Subconsultant</b>	<div> <b>Principal Owner</b>            (Enter the number of male and female owners by race/ethnicity)         </div> <div> <b>Employee(s)</b>            (Enter the number of male and female employees and the number of employees by race/ethnicity)         </div>																																																																																
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Rodolfo Ibarra, P.E., 12301 SW 128 Ct. Miami, FL, 33174	Rodolfo Ibarra, PE	Civil Engineering Services																																																																																	
CRJ and Associates, 2699 Stirling Rd. Ft. Lauderdale, FL, 33305	Marc Fermentian, PE	Civil Engineering Services																																																																																	
<b>Business Name and Address of First Tier Direct Supplier</b>	<b>Principal Owner</b>	<b>Supplies/Materials/Services to be Provided by Supplier</b>	<div> <b>Principal Owner</b>            (Enter the number of male and female owners by race/ethnicity)         </div> <div> <b>Employee(s)</b>            (Enter the number of male and female employees and the number of employees by race/ethnicity)         </div>																																																																																
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which: that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

May 5, 2016

Date \_\_\_\_\_

**Print Title**

Print Name \_\_\_\_\_

**Signature of Bidder/Respondent**

SUB 100 Rev. 12/15

**AFF-8**

**SUBCONTRACTING POLICIES STATEMENT  
PURSUANT TO SECTION 2-8.8(4) OF THE CODE**

**(Insert Here)**

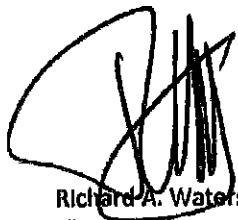


# TY·LIN INTERNATIONAL

May 5, 2016

## SUBCONTRACTING POLICIES STATEMENT

It is the policy of T.Y. Lin International to promote diversity in the subcontracting of consultants for Miami-Dade County Projects and to allow opportunities for subcontracting to as many qualified subcontractors as needed, in accordance with the Section 2.8.8 – Fair Subcontracting Practices of the Miami-Dade County Code of Ordinances.

A handwritten signature in black ink, appearing to read 'Richard A. Waters', is written over a circular stamp or seal.

Richard A. Waters, PE  
Vice President

**PROOF OF AUTHORIZATION TO DO BUSINESS**

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and  
certificate evidencing compliance with the Florida Fictitious Name Statute per  
865.09 F.S., if applicable.)

**(Insert Here)**

# *State of Florida*

## *Department of State*

I certify from the records of this office that T.Y. LIN INTERNATIONAL is a California corporation authorized to transact business in the State of Florida, qualified on June 12, 1975.

The document number of this corporation is 834521.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on February 25, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-seventh day of April,  
2016*



*Ken Diefen*  
**Secretary of State**

Tracking Number: CU5897066270

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**MIAMI DADE COUNTY**  
**Small Business Development**  
**A&E Firm History Report**  
From: 05/05/2011 To: 05/05/2016

**FIRM NAME:** T.Y. LIN INTERNATIONAL  
201 Alhambra Cir, Suite 900  
Coral Gables, FL 33134-0000

**PRIMES**

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E13-SEA-02	1	SP	GOAL CBE 18%	12/15/2015	\$2,200,000.00
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR CIVIL INFRASTRUCTURE ENGINEERING SERVICES (SIC 871)					
					<u>\$2,200,000.00</u>
EDP-AV-EF551-W028A	1	AV	NO MEASURE	03/31/2016	\$5,440.00
MIA SKYTRAIN DERAILMENT					
					<u>\$5,440.00</u>
E15-PWWM-04	1	PW	GOAL DBE 9.91%	04/05/2016	\$352,000.00
LOCAL AGENCY PROGRAM COMPLIANCE SERVICES FOR TWO (2) PWWM PROJECTS: IMPROVEMENTS TO OLD CUTLER TRAIL BICYCLE ROUTE (20130278) AND BRIDGE REHABILITATION AT 328 STREET OVER LEVEE L-31-E (20140142)					
					<u>\$352,000.00</u>

Total Award Amount	\$2,557,440.00
Total Change Orders Approved by BCC	<u>\$0.00</u>

28